McGRIFF SEIBELS & WILLIAMS, INC.

5080 Spectrum Drive, Suite 900E, Addison, Texas 75001 (469) 232-2100 Fax (469) 232-2101

Brokerage Service Agreement

THIS BROKERAGE SERVICE AGREEMENT (this "Agreement") is between **MCGRIFF, SEIBELS & WILLIAMS** ("MSW") and Tom Green County (the "Client").

The Client and MSW agree as follows:

1. MSW will solicit, insurance policies for the Client on the coverages described on Exhibit A hereto (Insurance Placement) and provide the employee benefit management services described on Exhibit B hereto (Employee Benefit Management Services).

2. The Client will provide MSW with all information necessary to enable MSW to provide Insurance Placement and Employee Benefit Management Services.

3. Remuneration:

   A. The Client will pay MSW a fee in the amount of $25,000 (the "Fee") for Employee Benefit Management Services.

   B. The Fee will be payable upon receipt of an invoice by the Client.

   C. If MSW receives commission from one or more insurance companies and/or intermediaries for the placement of insurance policies for the coverages described on Exhibit A (a "Commission"), the Fee will be reduced by the amount of such Commission. Final adjustments to the Fee amount will be made by MSW after the determination and receipt by MSW of all Commissions, net of any adjustments pursuant to any audit, endorsement, accounting reconciliation or other applicable business process.

   D. The Client acknowledges that:

      i. receipt of such Commission constitutes remuneration of MSW for placement of the applicable insurance policies;
      ii. the remaining Fee does not include remuneration of MSW for placement of the insurance policies for which MSW receives Commission; and
      iii. the remaining Fee is separate from and in addition to any such Commission.

   E.

With respect to Insurance Placements and/or Employee Benefit Management Services undertaken on behalf of the Client that are not contemplated by this Agreement, MSW may be compensated pursuant to a separate Broker Service Agreement or by the insurance companies and/or intermediaries utilized in such Insurance Placements. MSW will make information regarding such Agreements and compensation available to the Client upon request.

4. With respect to any insurance placement or employee benefit management services for which MSW's compensation is fee-based in whole or part, MSW will not execute or accept any monetary compensation pursuant to any (1) market service agreement, (2) placement service agreement, or (3) agreement providing for any bonus, override or contingency that would be received from any type of intermediary or insurance company. Further, MSW will instruct all insurance companies to exclude insurance policies from any contingency agreements, bonuses and overrides if MSW receives a fee for placement of such policies. This does not preclude MSW from accepting non-monetary awards, including trips and other prizes, which MSW believes are important for professional and business development.

5. MSW reserves the right to engage business partners and service providers owned by, or under the control of, MSW or BB&T Corporation in connection with the execution of Brokerage Services Agreements. Use of these business partners and service providers including but not limited to CRC Insurance Services, Inc.; American Coastal Insurance Company; AmRisc, LP; Prime Rate Premium Finance Corporation or affiliates; or BB&T Assurance Company, Ltd., could result in the accrual of additional income to BB&T Corporation.

6. This Agreement and the respective rights and obligations of the parties hereto shall be construed in accordance with and governed by the laws of the state of Texas.

7. This Agreement commences on 10-1-13 and ends on 9-30-14, unless terminated prior to that date by either party hereto on 30 days' notice to the other party. The Agreement can be renewed for an additional three years at the option of the parties.

IN WITNESS WHEREOF, the Client and MSW have executed this Agreement.

MSW		**Client**	
By:		By:	
Name:	Johnny Fontenot	Name:	Archie Kountz
Title:	Executive Vice President	Title:	Director of Risk Management

Manager's Initials: _____

EXHIBIT A

The Client has requested Insurance Placement for the following lines of coverage.

- Medical Insurance

EXHIBIT B

MSW will provide the following Employee Benefit Management Services for the Client:

A. Strategic Benefit Planning. Provide assistance in developing overall plan benchmarks and targets to ensure that the plan meets the objectives of Client and its employees.

B. Benefit Design. Help to ensure that benefit designs are consistent with the strategic benchmarks and targets set forth in the strategic benefit planning process.

C. Administration. Identify core administrative services, assess vendor performance, and manage vendor relationships to provide appropriate program administration.

D. Funding. Provide counsel regarding program funding alternatives, including reviewing fee proposals and recommending budget rates, employee contribution rates, and COBRA rates.

E. Vendor Selection & Negotiation. Upon client request, MSW will prepare Request(s) for Proposal (RFP), analyze RFP's and prepare a summary report outlining responses. Vendors include, but are not limited to:

- Voluntary Worksite Programs
- Fully Insured Medical Insurance Coverage
- IRS Code Selection 125 Programs
- Preferred Provider Network Plans
- Online Enrollment Services
- Communication Services
- Health Savings Account Services

F. Communication. Assist in drafting employee communications regarding benefit program performance and changes, and assist in the review of plan documents and insurance certificates during the planning and enrollment process.

G. Compliance Tools & Legislative Information. Provide informational materials on legislative developments impacting Employee Benefit Management plans, including access to online reference tools on topics such as FMLA, COBRA, HIPAA, HIPAA Privacy, and Section 125.

H. Meetings with Client and Vendors. Services will include attendance at and facilitation of the following meetings with Client and vendors to facilitate program management including day-to-day operations and planning program changes:

- Meet with Client on a quarterly basis to review all activities performed by MSW during the prior quarter. The meetings will include discussion of business concerns, including presentations of options and recommendations.

- Upon Client request, MSW shall meet with Client semi-annually to discuss review of the program, state of the marketplace, progress made toward strategic plan, and developments within Clients organization.

I. Stewardship Report. Will develop and implement a detailed account stewardship plan, which should include, but not be limited to, the following:

- Detailed work plans which lay out the account management plan, work schedules, areas of concentration, timing, and information requirements.

J. Data Analysis. Provide Client with summary comparisons and work with Client and Carrier /TPA to secure additional reports as needed for claims analysis.